

# Duck River Canoe Rentals

## Terms of Service

Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Driver's. Lic. # \_\_\_\_\_

Canoe # \_\_\_\_\_

Time Out \_\_\_\_\_ Time In \_\_\_\_\_

Other Equipment \_\_\_\_\_

The undersigned Lessee hereby hires, rents and assumes responsibility for the foregoing equipment leased from DUCK RIVER CANOE RENTAL. The afore described property is hereby leased for not more than \_\_\_\_\_ hours elapsed time; and, if Lessee retains said property after expiration, such retention shall be construed as continuance of this lease at the same rental and under the same terms until said property is returned to Lessor.

The Lessee agrees to keep property in the same condition as when received. The Lessee acknowledges that he has been instructed in and fully understands the safe operation of the leased equipment and agrees to observe all safety precautions in the use and enjoyment of said leased equipment. The Lessee agrees to pay DUCK RIVER CANOE RENTAL upon return said leased equipment all charges incident to breakage, shortages or damages to the leased equipment during the term of this lease. The Lessee agrees to keep the leased equipment in his custody and not to lease or rent same. Lessee acknowledges that the equipment is of a size, design, capacity and manufacture selected by Lessee. DUCK RIVER CANOE RENTAL is not a manufacturer of this equipment, or dealer in similar equipment, and has not made and does not make any resolutions, warranty or covenants, expressed or implied, with respect to the condition, quality, durability or suitability of the leased equipment. It is further specifically agreed and understood that all rental fees are for the utilization of the leased equipment and any transportation to and from the site for equipment utilization is a gratuitous and incidental service of DUCK RIVER CANOE RENTAL and said transportation to and from said site is solely at the option of the Lessee; and the Lessee and those claiming under him, hereby waive any and all claims growing out of the transportation or the operation of the leased equipment on land, water, or to and from the water during the period of this lease.

This lease constitutes the full agreement between DUCK RIVER CANOE RENTAL and Lessee. Time is of the essence of this agreement, and the receipt of the leased equipment in good order and repair is hereby acknowledged by the Lessee. I (we) hereby release DUCK RIVER CANOE RENTAL from any and all liability for any injuries to our persons and/or damage to our property arising from or related to our use and/or rental of equipment and canoes of DUCK RIVER CANOE RENTAL. I (we) further assume and acknowledge the risk of injury and property damage arising from the use of canoes, paddles, safety equipment and transportation to and from the water.

Signature \_\_\_\_\_ Total \_\_\_\_\_